DRAFT

TOWN OF EAST HAMPTON

Chapter ____ - Offenses and Miscellaneous Provisions

BLIGHT AND NUISANCE ORDINANCE

Sec. 1 Purpose

The purpose of this ordinance is to define, prohibit, and abate blights and nuisances and to protect, preserve, and promote public health, safety, and welfare; and to preserve and protect property values.

Sec. 2 Scope of Provisions

This ordinance shall apply uniformly to the maintenance of all residential, nonresidential, and undeveloped premises now in existence or hereafter constructed, maintained, or modified but shall exclude agricultural lands as defined in Section 22-3(b) of the Connecticut General Statutes, land dedicated as public or semi-public open space or preserved in its natural state through conservation easements, or areas designated as inland wetlands and watercourses.

Sec. 3 Definitions

The following definitions shall apply in the interpretation and enforcement of this ordinance.

BLIGHTED PREMISES-Any building, structure, or parcel of land, except exempt property as defined below, in which at least one of the following conditions exist:

- A. It is dilapidated as documented by the building official;
- B. It is a fire hazard as determined by the fire marshal or as documented by the fire department;
- C. It is determined by the building official or the health department reports that the condition of the building, structure, or parcel of land poses a serious or immediate danger to the safety, health, or general welfare of the community;
- D. It is not being adequately maintained. The following factors may be considered in determining whether a building, structure or parcel of land is not being adequately maintained: missing or boarded windows or doors; collapsing or missing walls, roof, or floors; seriously damaged or missing siding; a structurally faulty foundation; garbage; trash; debris; abandoned or inoperable vehicles on the premises in violation of Section 14-1S0a of the Connecticut General Statutes (unless the premises is a junkyard legally licensed by the State of Connecticut); graffiti; and fire damage; or
- E. It is a factor creating a substantial interference with the reasonable and lawful use and enjoyment of abutting premises or which blocks or interferes with the use of any public sidewalk and/or private street or right-of-way or any road sign.

DEBRIS - Material which is incapable of immediately performing the function for which it was designed, including, but not limited to: abandoned, discarded, or unused objects; junk comprised of machinery equipment or such as vehicles, automobiles, boats and recreational vehicles which are missing parts, not complete in appearance and/or in an obvious state of disrepair; parts of vehicles; furniture, appliances, and tires which are in the public view

DILAPIDATED - Any building or structure or part thereof that would not qualify for a certificate of use and occupancy or which is deemed an unsafe structure, and any dwelling or unit which is designated as unfit for human habitation as defined in the state basic building code.

EXEMPT PROPERTY - Any building or structure undergoing legal demolition, construction, remodeling, restoration, repair, or renovation permitted by the town, provided that the blighted condition will be corrected thereby and further provided that the building or structure remains in compliance with required permits as issued by the Town of East Hampton.

Sec. 4 Nuisance

No person, firm, corporation, or other legal entity shall cause or allow any blighted premises, as defined in the preceding section, to be created or continued on any real property located within the Town of East Hampton. Any exempt property, as defined in the preceding section, shall not be considered a blighted premises, and therefore, not subject to the provision hereof.

Sec. 5 Minimum Standards

- a) The provisions in this ordinance shall not be construed to prevent the enforcement of other statutes, codes, ordinances, or regulations which prescribe standards other than are provided in this ordinance.
- b) In any case where a provision of this ordinance is found to be in conflict with a provision of any zoning, building, fire, safety, or health ordinance, regulation, or other code of the town or state, the provision which establishes the higher standard for the promotion and protection of the health and safety, and property values of the people shall prevail.
- c) This ordinance shall not affect violations of any other ordinances, codes, or regulations existing prior to the effective date of this code, and any such violations may be governed and continue to be punishable under the provisions of those ordinances, codes, or regulations in effect at the time the violation was committed.

Sec. 6 Responsibility for Compliance

The owner, lessee, or occupant of premises subject to this ordinance, may be jointly and severally obligated to comply with the provisions of this ordinance.

Sec. 7 Notice of Violations

- a) Complaints may be submitted to the Building Official by members of the public. Such complaints must be in writing and signed on forms provided by the town.
- b) Whenever the Building Official determines that there has been a violation of any provision of this ordinance, except as to abandoned or inoperable vehicles, such official shall give notice of such violation to the person responsible therefore, as hereinafter provided. Such Notice shall:
 - 1) Be in writing;
 - 2) Set forth the violations of this ordinance;
 - Specify a final date for the correction of any violation;

- 4) Be served upon the owner, lessee, or the occupant as the case may require; provided, such Notice shall be deemed to be properly served upon such owner, lessee, or upon such occupant, if a copy thereof is posted in a conspicuous place in or about the dwelling affected by this Notice; or if such person is served with such Notice by any other method authorized or required under the laws of this state;
- 5) Contain an outline of remedial action which, if taken, will effect permanent compliance with the provisions of this ordinance; and
- 6) State that the penalties and enforcement provisions of this ordinance will become effective on the final date set for the correction of any violation.
- a) Whenever the Building Official determines that there has been a violation of this ordinance pertaining to an abandoned or inoperable vehicle(s), the Building Official shall *give* notice of such violation to the owner of the property on which such vehicle so remains in compliance with Section 7(b), except that:
 - 1) The Notice shall specify that said owner has thirty (30) days to correct the violation by removing the vehicle; and
 - 2) Notice of the alleged violation shall be published in a newspaper having substantial circulation in the Town of East Hampton.
- d) Any person notified in accordance with this section who fails to correct any violation by the date specified in said Notice shall be in violation of this ordinance and subject to its penalties and enforcement procedures. Any person in violation of this ordinance pertaining to abandoned or inoperable, vehicle(s) shall be subject to the removal and disposition of such vehicle(s) thirty (30) days after notice of the alleged violation in accordance with Section 7(c) above.
- e) In the absence of the Building Official the Town Manager shall designate a qualified replacement to perform the duties of the Building Official under this ordinance

Sec. 8 Penalties and Enforcement

a) Penalties

- 1) Each violation of this ordinance shall be considered a separate municipal offense.
- 2) Each day any violation continues shall constitute a separate offense.
- 3) Each separate offense under this ordinance may be punishable by a fine of one hundred dollars (\$100.00) payable to the Town of East Hampton.

b) Enforcement

- Any police officer in the Town Of East Hampton is authorized to issue a Citation or summons for a violation of this ordinance. If a Citation is issued, further proceedings shall be in accord with the provisions of the Town's Citation Hearing Procedure Ordinance, as may be revised from time to time.
- 2) In addition thereto, the Town Manager or the Town Council is authorized to initiate legal proceedings in the superior court for the immediate correction of the violation(s),

- collection of any penalties, and the recovery of all costs including costs of remedial action(s) authorized by the court and reasonable attorneys' fees incurred by the Town of East Hampton to enforce this ordinance.
- 3) Notwithstanding anything herein to the contrary, special consideration may be given to individuals who are disabled and who demonstrate both that the violation results from an inability to maintain an owner-occupied residence and that no person with that ability resides therein. Such special consideration shall be limited to the reduction or elimination of fines and/or an agreement that the Town or its agents may perform the necessary work and place a lien against the premises for the cost thereof in accordance with the provisions of this Ordinance.

All fines, court costs, costs of remedial action, and attorneys' fees, as ordered by the court, shall constitute a lien on the subject premises, as provided by CGS Section 7-148aa.

DRAFT

TOWN OF EAST HAMPTON

Chapter _____ - Offenses and Miscellaneous Provisions

Citation Hearing Procedure Ordinance

BE IT ORDAINED by the Town Council of the Town of East Hampton that, pursuant to the power granted by Section 7-IS2c of the Connecticut General Statutes, as amended, the following Ordinance be adopted in order to implement a citation hearing procedure following the issuance of a Citation for violation of any Town Ordinance.

Section I: Appointment of Hearing Officer

Immediately upon adoption of this Ordinance, the Town Manager shall appoint one or more Hearing Officers to conduct hearings authorized by this Ordinance. Said Hearing Officer(s) shall not be a police officer, Enforcement Official as hereafter defined, or employee of the Town of East Hampton. Said Hearing Officers shall serve until such time as his or her replacement is designated by the Town Manager.

Section 2: Advisory Notice To Cited Individual

Within the period set forth below, the official who issued the Citation for violation of any Town Ordinance (hereafter referred to as "Enforcement Official") may send an Advisory Notice to the Cited Individual. Such Advisory Notice shall be sent by certified mail, return receipt requested, and by first class mail, postage prepaid. The period within which said Advisory Notice may be provided is the twelve month period following expiration of the final period for the payment of all fines, penalties, fees and/or costs imposed by the Citation. Said Advisory Notice shall be directed to the last known address of the Cited Individual.

Such Advisory Notice shall contain the following information:

- (a) a list of the allegations against the Cited Individual and the amount of fines, penalties, fees and/or costs due;
- (b) a statement that the Cited Individual may contest his liability before a Citation Hearing Officer by delivering in person or by mail written notice to the Enforcement Official who issued the Citation within ten days of the date of the Advisory Notice; and
- (c) a statement that if the Cited Individual does not demand such a hearing, an assessment and judgment shall be entered against him; and
 - (d) that said judgment shall issue without further notice.

Section 3: Admission of Liability; Request for Hearing; Hearing Notice

If the Cited Individual who has been sent an Advisory Notice wishes to admit liability for any alleged violation, he may, without requesting a hearing, pay the full amount of the fines, penalties, fees and/or costs to the Finance Director of the Town of East Hampton. Such payment shall be inadmissible in any civil or criminal proceeding to establish the conduct of the Cited Individual.

Any Cited Individual who fails to deliver or mail written demand for a hearing within ten days of the date of the Advisory Notice shall be deemed to have admitted liability, and the Enforcement

Official shall so certify to the Hearing Officer. The Hearing Officer shall immediately thereafter enter and assess the fines, penalties, fees and/or costs provided for by the applicable Ordinances and shall follow the procedure set forth in Section 6 below.

Any Cited Individual who requests a hearing shall be given a written Hearing Notice of the date, time and place for such hearing. Said Hearing Notice shall be provided by the Hearing Officer, who shall provide a copy of same to the Enforcement Official. The hearing shall be held not less than fifteen days nor more than thirty days from the date of mailing of the Hearing Notice, provided the Hearing Officer shall grant upon good cause shown any reasonable request by any interested party for postponement or continuance.

Section 4: Hearing

An original or certified copy of the original Citation shall be retained by the Enforcement Official and shall be deemed to be a business record as provided by the Connecticut General Statutes and shall be evidence of the facts contained therein. The Enforcement Official must attend the hearing if the Cited Individual so requests. The Enforcement Official or other Town Official may present evidence on behalf of the Town before the Hearing Officer.

Unless excused by the Hearing Officer, the Cited Individual must attend the hearing and may present evidence in his behalf. The Hearing Officer may excuse the Cited Individual from attending the hearing only where he has previously received from the Cited Individual, by mail, copies of police reports or other investigatory reports which he believes renders unnecessary the appearance of the Cited Individual.

If the Cited Individual fails to appear, the Hearing Officer may enter an assessment by default against him upon a finding of proper Hearing Notice and liability under the applicable Ordinance(s). The Hearing Officer shall conduct the hearing in the order and form and with such methods of proof as he deems fair and appropriate. All testimony shall be given under oath or affirmation, but the rules of evidence shall not be strictly applied.

Section 5: Decision

The Hearing Officer shall announce his decision at the end of the hearing. If he determines that the Cited Individual is not liable, he shall dismiss the matter and enter his determination in writing accordingly. If he determines that the Cited Individual is liable for the violation, he shall forthwith enter and assess the fines, penalties, fees and/or costs against the Cited Individual as provided by the applicable Town Ordinance(s).

Section 6: Payment of Assessment; Assessment Notice

If such assessment is not paid on the date of its entry, the Hearing Officer shall send by first class mail an Assessment Notice to the Cited Individual who has been found liable and shall file, not less than thirty days nor more than twelve months after such mailing, a certify certified copy of the Assessment Notice with the Clerk of Superior Court for Middlesex County, together with an entry fee as prescribed by Connecticut General Statute Section 7-IS2c(f), to be paid by the Town of East Hampton. The certified copy of said Assessment Notice shall constitute a record of assessment. Within such twelve-month period, assessments against the same individual may be accrued and filed as one record of assessment.

Upon entry of judgment by the Court Clerk, the Hearing Officer's assessment shall have the effect of a civil money judgment and a levy of execution of such judgment may issue without further notice to such individual.

Section 7: Appeal rights

Pursuant to Section 7-1S2c(g) of the Connecticut General Statutes, as amended, the individual against whom an assessment is entered is entitled to judicial review by way of appeal.



State of Communication
Office of Policy and Management
STEAP Project Applications Aughysis & Eligibility
Business Conservations General Statutes Section 2-166

Please complete one application for each project and also indicate the priority order of all projects submitted. Please submit two copies of the complete application package. Applications should be typed and are available at www.ct.gov/opm. Please contact Meagan Cowell (Meagan.Cowell@ct.gov or 860-418-6381) or Steven Kitowicz (Steven.Kitowicz@ct.gov or 860-418-6409) with questions. When necessary, attach response in separate document.

APPLICANT TOWN

Town of East Hampton(on behalf of Epoch Arts, a nonprofit organization)

TOWN ADDRESS

20 East High Street; East Hampton, CT 06424

PROJECT ADDRESS

25 Skinner Street; East Hampton, CT 06424

REQUESTED FY 2013 STEAP FUNDING

\$250,000.00

TOWN CONTACTS

Michael Maniscalco, Town Manager, mmaniscalco@easthamptonct.org, 860-267-4468

Ruth G. Plummer, Director of Parks & Recreation Dept., ruthp@easthamptonct.org,

860-267-7300, ext.203

Provide a description of the project which includes the purpose of the project. Please be clear as to whether the funds you are requesting are for design, planning, site acquisition or construction. Please be as comprehensive as possible in the description of this project. (If necessary, attach response in a separate document.) *Note: only capital projects will be considered.

The project entails the <u>installation</u> (construction) of a new roof for a 42,000 square foot building that is listed on the National Register of Historic Places and is a brownfield site. The building houses Epoch Arts, a nonprofit organization serving youth in grades K-12 and a more concentrated focus on the at-risk group in grades 6-12 through various forms of art (film, music, theater, and art). Partial renovations of the building have been completed to support their current level of program offerings. The roof replacement will provide further utilization of the building for expanded youth programming.

The Village Center of the Town of East Hampton has several brownfield sites, many of which are old factories that are either vacant, partially occupied, or for sale. In conjunction with the Town's Plan of Conservation and Development, Village Center revitalization efforts have included extension of the Air Line State Park Trail into the Village Center, improvement and expansion of safer pedestrian paths, expansion of the Senior Center, remediation of several brownfield sites, etc. The Epoch Arts building, once fully renovated and occupied, will serve as a success story and model for development of the other vacant factories and/or brownfield sites.

From a social service standpoint, Epoch Arts programs provide a significant service to this rural community. Programming ranging from dances, performances, coffee houses, and workshops Epoch Arts offers approximately 151 program events per year. Through these events, 500+ youth are participating along with supporting audiences of 3,000+ in attendance. An example of one such event is "Brookside Nights" (their coffee house), held 11 times per year, is attended by 80-150 community youth (ages 13 and up). Epoch Arts also serves 90-120 home-schooled students per semester. Epoch Arts has continued to enlarge its range of influence to community at-risk youth and hopes to expand to include "special needs" students, additional home-schooling educational options and a larger quantity of youth from the community overall. These statistics are significant, because there is no other municipal agency or business reaching young people on such a large scale. Due to this, the Town of East Hampton's Department of Youth and Family Services, and Parks and Recreation Department, fully support and; when possible, work interactively with Epoch Arts to serve our community youth.

How will the completion of this project impact and benefit the community? Please include any projected economic impact and job creation or retention estimates. (If necessary, attach response in a separate document.)

A limited portion of the Epoch Arts building has been renovated to sustain current programs. Replacing the roof will facilitate expansion of current programming as well as increase their outreach to accommodate more youth and families. More operational space will permit an after-school program for youth including "special needs" students and additional home-school educational options. Influencing youth in this positive environment provides them with resources to navigate through difficult life issues, develop communication and teamwork skills, improve confidence, and ensure that they have a venue to spend their time constructively and safely. Epoch Arts works interactively with the Town's Youth and Family Services and the Public School guidance offices.

Please indicate the approximate number of jobs this project will create or sustain.

Approximately 18.75 FTE roofing jobs will be created/sustained during an approximate 6-week job. Since the roof replacement will increase the serviceable square footage of the building, more programming/classes can be added and thus increasing staffing levels from 8 to 16 within the 5 year plan.

What, if any, planning or design work has begun or been completed on this project?

Estimates for engineering and construction have been received and are attached.

Is the proposed project consistent with the State Conservation and Development Policies Plan? (Plan detail is available at: www.ct.gov/opm/coplan.)

Yes. The project is consistent with multiple policies under the Growth Mgmt. Principal #1 of the State's Plan:

- Page 18 "provide safe, clean environments where children can grow to adulthood with a sense of community and of place"
- Page 24 "promote reutilization of older and vacant buildings...building rehabilitation rather than new construction"
- Page 26 "promote, encourage and market brownfields remediation and redevelopment"
- Page 28 "increase rehabilitation efforts for historic structures"

This project also coincides with Growth Mgmt. Principal #4:

- Page 72 "highlight, protect, and celebrate CT's diverse cultural heritage...Support programs that assist local artists and arts organizations, arts education, and increased opportunities for student artists"
- Page 75 "improve the quality of life for the residents of the rural areas...ensure that rural citizens have adequate access to...education,...and basic programs and services provided by both the public and private sectors, and to help overcome isolation, discrimination, and other problems which often face the elderly, people with disabilities, low and moderate income residents, and minorities in rural communities"

Will the project require the conversion of lands currently in agricultural use to non-agricultural use? Does the project area contain prime or important agricultural soils that are greater than 25 acres in area?

No.

Describe the environmental and social impacts of the proposed project. For example, impacts related to traffic, floodplains, natural resources/wetlands, endangered species, archeological resources, historical structures, neighborhoods, utilities, etc. (If necessary, attach response in a separate document.)

Epoch Arts has already impacted the community by providing an educational opportunity and constructive outlet for youth via the arts (film, music, theater, and art). This integral community organization continues to combat the negative results of idle time (drugs, alcohol, vandalism, and burglary) through encouraging productivity, communication, teamwork, and cooperation, enhancing service delivery and growth. The roof replacement will afford them a safer and more usable facility to continue their community work. In addition, renovation of a brownfield site contributes to preserving one of our community's historic buildings while utilizing our resources by reusing existing facilities rather than seeking development of raw real estate to construct a new facility.

Is this project a phase of a larger plan? If yes, please attach additional information regarding the overarching, long-term plan.

The 42,000 square foot historic building is a total restoration project of a brownfield site. The following work has already been completed: hazardous materials have been removed and/or contained in currently operational areas, restored water service to the building, secured doors, improved emergency egress, installed handicap entrance, new electrical work, repaired damaged floors, 8 window replacements, repaired 10-20 broken windows, and made repairs/patches to roof. The following are the renovations currently in process: new entrance, 2 new offices, new café space, new heated foyer, and new art room.

Project Funding

Please complete the following table detailing project funding sources. Examples of the other sources include: other state grants (please specify which), federal grants (please specify which), past STEAP awards (please specify fiscal year), etc. Under uses please indicate estimated costs including, but not limited to, professional services, acquisition, construction, renovation, contingency, etc.

FY 2013 STEAP grant	250,000.00
Local (applicant) funds	
Other funds:	
Total Project Cost	250,000.00
Uses (Project Budget)	
Professional Services	5,000.00
Construction/Renovation	223,988.00
Contingency	21,012.00
Total Project Cost	250,000.00

Of the funding sources listed above, have all funds been secured to date? If all project funds have not been raised or secured, what is the anticipated source and timeline for remaining funds? If applicable, note any plans to apply for future STEAP funds for this project.

Once the roof is replaced making other areas of the building usable, Epoch Arts will be seeking to leverage additional funding sources in the federal, state, local and private sectors possible to renovate these other areas. Previous and current renovations have been accomplished mostly through fundraising, donations, volunteer work, and pro bono contractor services which we fully expect to continue.

Please detail, what funds, if any, have been expended to date for this project?

Funds have only been expended for the building purchase and some renovations. However, no funds have been expended specifically for this roof replacement project.

Will this project move forward if the requested STEAP funds are not awarded or are awarded in part? Please explain.

No. Currently Epoch Arts has no further funding that will enable them to perform this roof replacement.

Attach the following material:

- 1. Site location map
- 2. Real estate appraisals (if land acquisition is proposed)
- 3. Proposed project schedule
- 4. Project cost estimates supporting the request for funding (if available)
- 5. List of necessary local, state, and federal permits and approvals required for the project and the status of each
- 6. Environmental site assessments (if applicable)

7. Any town resolutions in support of the project
The East Hampton Town Council reviewed this matter at its July 24, 2012 meeting and is expected to consider whether to endorse/vote to proceed with application on August 14, 2012.

Please forward the items requested above with your application for STEAP assistance to: Benjamin Barnes, Secretary

Attention: Meagan Cowell
Office of Policy and Management
Budget and Financial Management Division
450 Capitol Avenue
Hartford, Connecticut 06106

This page must be read and signed by the chief executive official of the municipality in order for the municipality/ project to be considered for STEAP funding.

My signature below, as First Selectman, Mayor or Town Manager of the Town of <u>East Hampton</u>, indicates acceptance of the following and further certifies that:

- 1. I will comply with any grant terms and conditions required by the administering agency;
- 2. I understand that should this grant application be approved I will be required to sign an assistance agreement with the assigned administering agency delineating the terms and conditions of this grant;
- 3. I understand that various permits may be required by the administering agency as required by either the Connecticut General Statutes or Connecticut regulations;
- I understand that funding associated with this grant application is one-time in nature and that there is no obligation for additional funding from the Office of Policy and Management or the State of Connecticut;
- 5. I understand that if this project warrants a Connecticut Environmental Policy Act (CEPA) review pursuant to Sections 22a-1 through 22a-1h of the Connecticut General Statutes that I will comply with such an environmental assessment. Further, if a CEPA is required, I understand that there are costs associated with such a review and that the municipality is in a position to continue with the proposed project despite this cost;
- 6. I understand that this application will be examined by the Intergovernmental Policy Division of the Office of Policy and Management for consistency with the State Plan of Conservation and Development and that I may be contacted if additional information is required for that review; and
- 7. I understand that projects which convert twenty-five or more acres of prime farmland to a nonagricultural use will be reviewed by the Commissioner of Agriculture, in accordance with Section 22-6 of the General Statutes.

Applicant's Signature

Michael Maniscalco, Town Manager
Title

Date

Town of East Hampton Water Pollution Control Authority P.O. Box 218, 20 Gildersleeve Drive East Hampton, Connecticut 06424-0218 Telephone (860) 267-2536, FAX (860) 267-9913

TO:

Michael Maniscalco, Town Manager

XC:

Jeff Jylkka, Finance Director

DATE:

August 6, 2012

FROM:

V. F. Susco, Jr. Public Utilities Administrator

RE:

Chatham Historical Society

Water Main Extension - Bevin Blvd.

You have requested a cost estimate for a possible water main extension to serve the Chatham Historical Society building located on Bevin Boulevard. This cost estimate for this 260 foot extension is as follows:

Please remember this is an estimate and should the project move forward the final cost of the project will depend upon bids received for construction.

 Engineering Design inc. construction inspection: (See GeoInsight proposal of August 6, 2012) \$ 9,500.00

Water Main Material/Installation/rock/pavement:

\$ 32,500.00

(Based upon \$125.00/ft subject to bidding)

• "1 Service Connection w/5/8" meter installation:

\$ 1,500.00

Water Connection assessment:

\$ 1,250.00

Contingency:

\$ 1,500.00

Total:

\$ 46,250.00



Environmental Strategy & Engineering

Practical in Nature

August 6, 2012

GeoInsight Project 4722-000

Vincent F. Susco Public Utilities Administrator Town of East Hampton Water Pollution Control Authority P.O. Box 218 East Hampton, CT 06424-0218

Re:

Proposal for Engineering Services - Bevin Boulevard Water Main Extension

Bevin Boulevard, East Hampton, Connecticut

Dear Mr. Susco:

GeoInsight, Inc. (GeoInsight) is pleased to present the East Hampton Water Pollution Control Authority (WPCA) with the following proposal to provide design, permitting and construction oversight services related to the Bevin Boulevard Water Main Extension. This new water main will connect to the existing 12-inch main along Bevin Boulevard and run north along Bevin Boulevard for approximately 260 feet, provide a one-inch water service to the Chatham Historical Society and terminate in a blow-off valve assembly.

In order to complete this project, GeoInsight proposes the following scope of work.

SCOPE OF WORK

Following a review of the information provided by the WPCA, GeoInsight is proposing the following tasks to design and oversee the construction of a water main extension along Bevin Boulevard to provide water service to the Chatham Historical Society.

Task 1 - Develop Design Plans and Specifications and Bid Documents

This task will involve preparing a set of engineering drawings with associated construction details and developing specifications for the design of the water main in conformance with East Hampton WPCA specifications, the American Water Works Associations (AWWA) standards, applicable Connecticut Department of Public Health (CTDPH) rules and regulations, and in keeping with the WPCA requirements. GeoInsight assumes that a base drawing will be provided by the WPCA, which includes the location of the water main, as well as other utilities in the area of the proposed work. A project schedule and Engineer's Estimate of the construction costs will also be provided to the WPCA with this task.



The preparation of contractual and bid documents will also be included with this task and will conform to East Hampton WPCA requirements, AWWA standards, and CTDPH rules and regulations. These documents will be provided to the WPCA to obtain Contractor bids.

Task 2 - Contract Administration and Construction Oversight

GeoInsight will provide assistance to the WPCA in the review of submitted bids, contract administration and the coordinating of the construction schedule for the proposed improvements with the selected Contractor, the WPCA and the CTDPH throughout the process. Change orders, if submitted by the Contractor, will also be reviewed as part of this task.

GeoInsight anticipates three to four site visits during the construction of the proposed water main. We will ensure that the specified equipment has been provided and construction of the improvements is in accordance with the approved plans and specifications. Construction inspection reports, summarizing the findings, will be provided to the WPCA

Task 3 – Develop As-Built Drawings

GeoInsight will work with the Contractor to develop an as-built plan based on the contract plans and specifications, noting any deviations from the approved plans during construction. Copies shall be provided to the East Hampton WPCA.

This task will also include attendance at the final inspection with the Contractor, in the presence of the East Hampton WPCA.

Task 4 - Additional Communications

GeoInsight will communicate with and provide project updates to the East Hampton WPCA throughout the tasks listed above. We also anticipate one to two additional meetings with the East Hampton WPCA and/or the Contractor during this project.

PROPOSED FEES

GeoInsight will complete the proposed SOW for an estimated fee of \$9,500.

TERMS AND CONDITIONS

GeoInsight proposes that the enclosed Standard Terms and Conditions govern the work performed under this proposal. Charges incurred on this project will be invoiced monthly on a time and expense basis. Payment of all invoices will be due within 30 days of the invoice date. Payments made after thirty (30) days from the date of the invoice will accrue an additional interest charge of one and one-half (1.5) percent per month (18 percent per year), and payments shall be first applied to accrued interest and then to unpaid principal.

This proposal, the Standard Terms and Conditions, and the enclosed Fee Schedule shall constitute the entire Agreement between us. If the proposed scope of work, project costs, and contractual terms are acceptable to you, we request that you return one signed copy of this letter



to us as written authorization to proceed. This proposed Agreement is valid for a period of 60 days.

Please contact us at (860) 894-1022 if you have questions or comments.

Sincerely, GEOINSIGHT, INC.

Rose M. Gavrilovic, P.E. Senior Project Engineer

Donald P. Iannicelli, P.E. Senior Associate/Senior Engineer

Enclosures

C:\Users\rmgavrilovic\Desktop\Bevin Blvd. Water Main Extension.doc

	AUTHORIZATION BY EAST HAMPTON WPCA
Re:	Proposal for Engineering Services - Bevin Boulevard Water Main Extension, East Hampton, Connecticut
Name	
Signa	iture:
Title:	
Date:	





TOWN OF EAST HAMPTON, CONNECTICUT

ASSESSMENT DEFERRAL PROGRAM APPLICATION

I.	App	olicant Information		
	A	Property Address: 195 West HibH St. E. HAM	pron	
		Map 12 Block 36 Lot 3		29
	В.	Owner: WEST High ENTERPRISES LLC		
	C.	Nature of owner's interest in the property (i.e., sole owner, 50% share-holder, etc.):		
		10090		- 2
	D.	Name, mailing address and phone number of person to contact concerning application (i.e. owner or authorize agent):	đ	
		Name: Layre Rand		41
		Address: 244 MINALETOND AUE		
		EAST HAM DTON CT. 06424		
II.	Reh	abilitation/New Construction		
	Α.	Expected date of commencement:		
	В.	Expected date of completion: PHIA 9-1-12, PHIB 1-1-13,	PHI	7-1-13
	C.	Type of Rehabilitation or Construction (specify):	PH亚	1-1-14 8-1-14
		Metal masonry facade		<i>ω</i> ,
	D.	Property Use (please list all rusposed uses)		
		PHIA (4 retail) PHIB PHII STORAGE to be converted		
		PH II (TO (16) In cubator units		

	PHIA TUBOSF
	PH I B 4000 SF
* 26	PH II 9000SF
	PH 31 9000 S!
E. Square Footage of New Construction	
F. Approximate Cost of Proposed Constr	uction \$1,390,000 to be completed in (5) phases
III. Current Assessed Value of Property	,
Land Building(s) (If more than one, list assessment on each and check building(s) to be improved)	104,790
IV. Other Tax Subsidies	*
A. Are you receiving abatement or defer for the subject property under any o If so, describe:	
V. Sworn Statement	
I certify that all information in this appropriation furnished in support of this and complete to the best of my knowledge WWW Signature (Property Owner)	application, is true and belief.
Signature (Property Owner)	Date
Subscribed and sworn to me thisday of	of19
Name and Title: Clerk or Commissioner Si of the Superior Court, Notary Public, Justice of the Peace, Judge	ignature

EAST HAMPTON, CONNECTICUT

ASSESSMENT DEFERRAL PROGRAM

ASSESSMENT DEFERRAL AGENT AUTHORIZATION FORM

I hereby authorize:	Name Wayne RAND
	Address Address
	EAST HAMPTON, CT. 06424
for Assessment Deferra	any necessary forms and documents necessary al for the property located at 1637 High ST. E. WAMPION
of which I am the owner taking responsibility	er. I understand that by doing this, I am for all statements made by the agent in my
behalf.	
	West High ENTERPRISES LLC Property Owner
<u>5-22-2012</u> Date	Signature walled.

EAST HAMPTON, CONNECTICUT

ASSESSMENT DEFERRAL PROGRAM

NOTORIZED STATEMENT ON EAST HAMPTON PROPERTY TAXES

I solemnly swear or affirm, with known perjury and false statement, that the statement of the statement of subject property or any other East Hampton property.	he property located at EAST HAMPTON roperty)	
or equitable interest is not in any arrears.	tax or legally assessed	fee
Signature (Property Owner)	Date	
Subscribed and sworn by me this	day of	
,		
Name and Title: Clerk or Si Commissioner of the Superior Court, Notary Public, Justice of the Peace, or Judge	ignature .	*

Note: Subsequent revelation of false statement shall result in the immediate revocation of any agreement and the payment of all taxes abated to the date of the agreement.

EAST HAMPTON, CONNECTICUT ASSESSMENT DEFERRAL PROGRAM

ASSESSMENT DEFERRAL REVIEW: BUILDING/ZONING

PROP	ERTY A	DDRESS:	19:	5 We	5T H16H	ST. 1	ERST HE	rmpTOD)
					BLOCK			
PROP	ERTY O	WNER:	พะรา	HOH	ENTERT	prise	LLC	
DATE	RECEI	VED:					- 	
1.	Zoning	Compli	ance Re	view _	5	12/	12	10
2.	Code I	nfracti	on Veri	ficati	on5	121	12	<i>F</i> 100
3.	Buildi	ng Plan	s Revie	W	616	/12	,	D
4.	Rehabi	litatio	n and/o	r Cons	truction			6/6/12
suppo Elig	orting ibilit blishm	materi y as se ent of	als in the forth Criteria	compli in th a.	roject an ance with e approve	d find	riteria :	for
	Autho	rızed S	ignatur	е			Date	4

EAST HAMPTON, CONNECTICUT

ASSESSMENT DEFERRAL PROGRAM

ASSESSMENT DEFERRAL REVIEW: ASSESSOR

Property Address: 195 West HIVH STREET EAST HAMPTON							
Map 12 Block 36 Lot 3							
Property Owner: West Itigh ENTERPRISES LLC							
Date Received:							
Assessment prior to rehabilitation and/or new construction:							
<pre>2. Anticipated post-rehabilitation and/or new construction assessment: \$</pre>							
3. Explanation of Increase:							
4. Change in assessment caused by rehabilitation:							
Amount: Percentage:							

() Approved; anticipated increase in assessment of rehabilitation, additions/or new construction is 35% or more.							
() Rejected; anticipated assessment increase is less than 35%.							
() Approved; cost of new construction is in excess of \$150,000.							
() Rejected; cost of new construction is less than \$150,000.							
Authorized Signature Date							

EXHIBIT C

EAST HAMPTON, CONNECTICUT

ASSESSMENT DEFERRAL PROGRAM

ASSESSMENT DEFERRAL NOTICE (12-65 C-F)

PROPERTY ADDRESS: 195 Desi	- HIGH STR	eet, EA:	ST HA	wbloh
Map12	Block _	36	Lot _	3
OWNER: WEST HIGH ENTERPE	cises LLC			
ASSESSMENT BEFORE REHABILITATION:		\$		
ASSESSMENT AFTER REHABILITATION:		\$		
ASSESSMENT INCREASE CAUSED BY REHA	BILITATION	\$		
•				¥
DEFERRAL SCHEDULE	YEAR	ASSESSME	T	
YEAR 1 (0% OF INCREASE)		December 2000		e
YEAR 2 (20% OF INCREASE)				
YEAR 3 (40% OF INCREASE)	e			
YEAR 4 (60% OF INCREASE)	- · ·			
YEAR 5 (80% OF INCREASE)				
YEAR 6 (100% OF INCREASE)				9000 400 2000 2000

NOTE: In the event of a general revaluation in any year following the commencement of the assessment deferral, the property assessment shall shift accordingly and the deferred assessment shall be increased or decreased in proportion to the increase or decrease in the total assessment on such property as a result of such general revaluation.



EAST HAMPTON, CONNECTICUT ASSESSMENT DEFERRAL PROGRAM

APPLICATION PACKAGE REVIEW CHECKLIST

PR	OPERTY ADDRESS		15 WY59	- High St.	Eα	ST Hampt	ON	
		MAP	12	BLOCK	36	LOT	3	
PRO	OPERTY OWNER	W	est High	· Enterpr	15.05	LLC		
		¥				DATE OF RECEIPT	DATE OF APPROVAL	
1.	Application Agent author Record of or Documentation Approved since Approved but Rehabilitat cost esti	ownership ion of co te plans iilding p ion and	ode prob s (3) plans (3) or const	lem				
2.	Assessment Assessment Assessment				3 	•		
3.	Building/Zoni Zoning comp Code infrac Building pl Rehabilitat cost esti	liance r tion ver an revie ion and/	ification	•))	-	2/21/12	2 \$5/m	/(
4.	Agreement pre		and rev	riew by				
5.	Review of computing r		77.00	on and	e e			
6.	Town Council A	Action						
7.	Agreement Sign	ning						

TOWN OF EAST HAMPTON

ASSESSMENT DEFERRAL AGREEMENT

This agreement made and entered into at East Hampton, Connecticut, this	
PREAMBLE	
PREAMBLE	
WHEREAS, Section 12-65b of the Connecticut General Statutes, as amended, provides, inter alia, that any municipality may enter into a written agreement with any party owning or proposing to acquire an interest in real property in such municipality, fixing the assessment of real property and all improvements thereon and to be constructed thereon for a period of not more than two years, provided the cost of such improvements to be constructed is not less than Five Hundred Thousand Dollars. Such provision shall apply to improvements used for one of the following purposes: office use, retail use, permanent or transient residential use, manufacturing use, warehouse, storage or distribution use, or structured multi-level parking use.	•
WHEREAS, OWNER has acquired land located at 195 West 776H 55 (Map 12 Block 310 Lot 3), and more particularly described in Exhibit A attached hereto and made a part hereof by deed dated and recorded in Volume 519 Page 278 of the East Hampton Land Records.	
WHEREAS, OWNER has filed with TOWN an application requesting consideration for assessment deferral and indicating OWNER'S interest to construct on the land a facility(s) which complies with the requirements of Section 12-65b of the Connecticut General Statutes, as amended, costing in the aggregate at least phib.4270.000 Phib.4270.000 Phib.4270.000 Phib.4270.000 dollars and containing in the aggregate at least 155,000 square feet. Said facility(s) is anticipated to house PHIA (4 retail) PHIB (1 commercial USE/) PHID TILE TY. (all 1 USE/each (Type of Firm) UNT.) futule approval TO make W UNITS ID BLD65 TE TOTAL TY. (firms.)	PHII \$ 270,000 PHII \$ 270,000
WHEREAS, as an inducement to OWNER to construct the Facility on said land, the Town Council of the Town of East Hampton, by resolution dated , has authorized the execution of the agreement by its Town Manager for the purpose of fixing assessment with respect thereto.	

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I - DEFINITION

- I. A. Land Land shall mean the "land" described in Exhibit A.
 - B. Improvements the term "Improvements" shall mean those of the OWNER in or on or to be constructed by OWNER in or on said "land", together with all appurtenances attached thereto so as to become a part of the realty, including specifically, but without limitation, any and all fixtures, applicances, equipment and machinery (to the extent that the same constitute fixtures), or other appurtenances used in the operation or maintenance of any buildings or other improvements constructed on said land.

ARTICLE II - UNDERTAKING

- 1. Fixed Assessment Period. The TOWN and OWNER agree that the increase in assessment on the land and all Improvements thereon and to be constructed thereon, during the two (2) year period commencing with the assessment made with respect to the Grand List as at October 1, 19____(October 1 of each year being the "Assessment Date") and terminating with the assessment made with respect to the Grand List as of October 1, 19____(such two years being collectively, the "Fixed Assessment Period"), shall be deferred at a rate of 100% and be fixed in the following manner:
 - (a) The assessment made on October 1, 19___shall be fixed in such amount and manner as to yield a tax for the fiscal year controlled by such assessment of ; and
 - (b) The assessment made on October 1, 19____shall be fixed in such amount and manner as to yield a tax for the fiscal year controlled by such assessment of .
- 2. The OWNER shall commence the Improvements described in the application not later than ______ and shall complete such Improvements as attested to by inspection and receipt of a Certificate of Occupancy not later than
- 3. The completed Improvements shall be subject to inspection and granting of a Certificate of Occupancy by the TOWN as being in conformance with the criteria established under Section 12-65b of the General Statutes of Connecticut, as amended, and such provisions of the State Building, Health and other Codes, as may apply.

- 4. In the event the OWNER does not complete the Improvements described in the application filed by the OWNER in substantial conformance with said description, or if the cost of completing the Improvements is substantially less than the cost figures set forth in said application or in this Agreement, or if the Improvements are not commenced or completed by the dates set forth therefore in this Agreement, then in any one of such events this entire Agreement and all deferrals created herein shall be null and void, and the OWNER shall pay all taxes abated to from the date of this Agreement.
- 5. The OWNER attests that real estate taxes, as well as any other applicable taxes and legally assessed fees on the land, facility, any of the improvements or any part thereof or any estate herein, and on any other property in East Hampton in which OWNER has legal or equitable interest, are not delinquent prior to the signing of this Agreement.
- 6. In the event that OWNER does not pay the real estate taxes levied on the land, facility, any of the improvements, or any part hereof, or any estate thereon, in accordance with the terms of this Agreement during the fiscal year in which such taxes are due, as well as any other applicable taxes and legally assessed fees, the TOWN shall declare null and void this entire AGREEMENT and all deferrals created herein and the OWNER shall pay all such taxes and fees from the date of this Agreement.
- 7. In the event that the land, facility, any of the improvements, or any part thereof or any estate thereon, is taken by condemnation or eminent domain during said "Fixed Assessment Period", the applicable fixed assessments specified in Exhibit B of this Agreement shall be adjusted to reflect the diminution of value arising out of said taking.
- 8. In the event the land, facility, any of the improvements, or any part thereof, or any estate thereon, is damaged or destroyed by fire or other casualty during said "Fixed Assessment Period", the applicable fixed, assessment shall be adjusted to reflect the diminution of value arising out of said fire or other casualty.
- 9. In the event of a sale or transfer of the land, facility, any of the improvements, or any part thereof, or any estate thereon, this Agreement shall be binding on, and shall inure to the benefit of, the OWNER'S heirs, successors or assigns, as the case may be.
- 10. In the event of a general revaluation by TOWN in the year in which such Improvements are completed, which would result in any increase in the assessment of such land, facility, any of the improvements, or any part thereof, or any estate thereon, only that portion of the increase resulting from such Improvements shall be deferred.

- 11. In the event of a general revaluation in any year after the year in which such Improvements are completed, such deferred assessments shall be increased or decreased in proportion to the increase or decrease in the total assessment of such land, facility, any of the improvements, or any part thereof, or any estate thereon, as a result of such general revaluation.
- 12. Nothing contained in this Agreement shall be construed to defer any increase in the assessment of the land, facility, any of the improvements, or any part thereof, or any estate thereon, whether by revaluation or otherwise at any time, not attributable to the Improvements contemplated by the application of the OWNER.
- 13. The OWNER shall have the right at any and all times, in accordance with his statutory rights, to appeal that portion of the assessment of the land, facility, any of the improvements, or any part thereof, or any estate thereon, which is in effect at any time during the term of this Agreement which is not related to the improvement contemplated by the OWNER, and the OWNER shall also have the right at any and all times during the term of this Agreement to appeal the determination of the Town Assessor as to what would be the increase in the assessment on the land, facility, any of the improvements, or any part thereof, or any estate thereon, attributable to the Improvements under normal town assessment practices, in accordance with statutory provisions for normal tax assessment appeals.
- 14. The OWNER understands and acknowledges that the availability of this Assessment Deferral Agreement and the benefits to OWNER confirmed hereby, is expressly conditioned on OWNER complying with the requirements of Section 12-65b of the Connecticut General Statutes and provisions contained herein. In the event that any of these requirements are not adhered to, this Assessment Deferral Agreement and the deferrals created herein, shall be null and void and the OWNER shall be responsible for and shall pay for the full amount of taxes which have been due and payable to the TOWN in the absence of this Agreement. Payment of the balance of the taxes as recomputed shall be paid to the TOWN within thirty (30) days after notice of the amount of said tax is sent by the TOWN to OWNER.
- 15. If any paragraph, section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the remaining portions of this Agreement shall be deemed to be invalid, and this entire Agreement and all deferrals created herein shall be null and void.
- 16. Any of the provisions of this Agreement may be amended with the written consent of the parties hereto, upon approval of the Town Council of TOWN, acting under the authority granted to TOWN by virtue of Section 12-65b of the General Statutes of Connecticut, as amended, referred to above.

17. This Agreement and any attachments shall be recorded and filed in the land records of the TOWN.

IN WITNESS WHEREOF, the O	WNER has caused these presents to be signed
thereafter the TOWN has cause behalf and its seals hereund 19	day of19 , and sed this Agreement to be duly executed in it der affixed thisday of
	TOWN OF EAST HAMPTON
	Ву
Witness	Its town Manager
Witness	Owner .
	*
9	Owner
*	· · ·
STATE OF CONNECTICUT)	Last Hampton
COUNTY OF MIDDLESEX)	.asc nampton
On thisday of undersigned, personally appe	, 19, before me, the
known to me (or satisfactorisubscribed to the within ins Manager of the Town of East authorized to do so, execute contained, and acknowledged	ly proven) to be the person whose name is trument and acknowledged that he is the Town Hampton and that he, in such capacity being d the same for the purposes therein the same to be his free act and deed and the
free act and deed of said To	wn of East Hampton, before me.
	Notary Public/
	Commissioner of the Superior Court

STATE OF CONNECTICUT)	¥	
)	ss. East Hampton	
COUNTY OF MIDDLESEX)		,
On thisday of undersigned, personall		, before me, the
known to me (or satisf subscribed to the with	in instrument and a	be the person whose name is cknowledged
authorized to do so, excontained as hie free Corporation, before me	act and deed and the	the purposes therein e free act and deed of the
		ry Public/

State Use: 201C Print Date: 06/05/2012 11:23 104,790 60,384 60,391 2,285 VISION	TS (HISTORY) Assessed Value I	54,20 8,10 149,70	CA4,201 FISTORY CA Purpose/Result 01 Measured	ct Adj. Unit Price Land Value 300 1.00 75,000.00 75,000.00 74,400
1 of 3 Print Da 4SSESSMENT Appraised Value 86,269 60,384 149,700 104,790 60,391 8,160 2,285	244,201 Code Assesse 1-3 3-1 3-2 3-3 3-3 3-3 acitnowledges	APPRAISED VALUE SUMMARY Appraised Bldg. Value (Card) Appraised XF (B) Value (Bldg) Appraised OB (L) Value (Bldg) Appraised Land Value (Bldg) Special Land Value Total Appraised Parcel Value	Parcei Value VISITY CHANGE De IS ID JW	Special Pricing S Adj Fact .00 1.00
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Accour TOPO. Level Level Other ID: casus of Size Sity AAP VOL/PG	S ID: 12-36-3	, itali.	R	Zone D Front Depth U
Property Location: 195 WEST HIGH Vision ID: 2033 WEST HIGH ENTERPRISES LLC 244 MIDDLETOWN AVE EAST HAMPTON, CT 06424 Additional Owners:	RECORD OF HIGH ENTERPRIS NEAL E ESTATE ENEAL E + JULIA	NBHD/SUB NBHD Name O001/A	TITLE) 2011 BAA REDUCTION 157,700 Permit ID Issue Date Type Descript	B Use Use Description 1 201C Commercial Improv 1 201C Commercial Improv 1 201C Commercial Improv

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Element Ca	Cd. Ch. Description	2. otion	Element Element	Ca. Ch.	CONSTRUCTION DETAIL (CONTINUED) Element Cd. Ch. Description	(a		
Style 48 Model 94 Grade 08	Warehouse Commercial					BAS SHD		
יזייותם)			Ch Ch Ch Ch	I C	,	10	
Exterior Wall 1 06 Exterior Wall 2	Board & Batten		Code D	Description Commercial Improv	Percentage 100	2325	20	
	Gable			•		24	29	
Koof Cover 03 Interior Wall 1 05	Asphalt Shingl Drywall					BAS	BAS	
Interior Wall 2 Interior Floor 1 03	Average	Adj	COSTA	TIMARKET	COST/MARKET VALUATION (ate: 35.69	16		
Interior Floor 2 Heating Fuel 03 Heating Type 92	Gas Floor Furnace	Repla AYB	Replace Cost AYB		100,479	20		
			EYB Dep Code		1964 P	1	48	
Bldg Use 201C Sprinkler Type 0	C Commercial Improv		Remodel Rating Year Remodeled		, , , , , , , , , , , , , , , , , , ,			
Mezzanine Fin. 0 Mezanine Unf.		Z E E	Functional Obslnc External Obslnc	۵	9	26		
Heat/AC 00 Frame Type 02	None Wood Frame		Condition % Complete	<u>.</u>	→ 0		20	
ing.	Average Ceil & Wall	Api	rais Val % Ovr		04,260 0			
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0.1	Sub	L/B Units	Price Yr Gde	Dp Rt	72	Value		
SHD1 Shed	FR Franc	L 144 20.00 L 672 20.00	1948 1948	00	50 1,440 50 6,720			
		1116					No Photo On Record	70
	BUILDING		IMMARYS	-				
Code First Floor SHD	escripi	Living Area Gi	Gross Area E7 2,684 438		Unit Cost Undeprec. Value 35.69 95,803 10.68 4,676	15,803 4,676		
					-		TO	
5								
					_			

Card 2 of 3 Print Date: 06/05/2012 11:23 RRENT ASSESSMENT Code Appraised Value Assessed Value 60.42 1-3	PREVIOUS ASSESSMENTS (HISTORY) PREVIOUS ASSESSMENTS (HISTORY) 132,280 2001 1-3 132,280 2009 143,390 209,580 2010 3-1 37,980 2010 3-2 5,710 2010 3-3 5,710 2010	This signature acknowledges a visit by a Data Collector or Assessor APPRAISED VALUE SUMMARY Appraised Bldg. Value (Bldg) Appraised Card) Appraised Card (Bldg) Appraised Card (Bldg) Appraised Land Value (Bldg) Special Land Value Catal Appraised Parcel Value Adjustment: Adjustment: Outside Appraised Parcel Value Adjustment: Adjustme	Date Type IS ID CA Purpose/Result 07/27/2010 I Measured	i Special Pricing Fact Adj. Unit Price Land Value 0.00 0.00 0.00
Account #R02145 Bldg #: 2 of 3 Sec #: 1 of	ASSOC PID# ASS	Amount Code Description Number Amount Comm. Int. Cotal: ASSESSING NEIGHBORHOOD Tracing Batch	% Comp. Date Comp. Comments M. Comp. Louise Comp. Comments	Front Depth Units Price I. Factor S.A. 0.00 AC 0.00 1.0000 5
Property Location:195 WEST HIGH ST Vision ID:2033 WEST HIGH ENTERPRISES LLC 244 MIDDLETOWN AVE EAST HAMPTON, CT 06424 Additional Owners: Cons Cons Cons Cons Cons Cons Cons Cons	MAST HIGH ENTERPRISES LLC HOUSE NEAL E ESTATE OF TRUSTEE HOUSE NEAL E + JULIA C	Year Type Description NBHD/SUB 0001/A 10/1/10 REMOVED CENTRAL AIR, ADDED	Permit ID Issue Date Type De	B Use Use Use Description Zone D 2 102 2 Family

of 3 Print Date: 06/05/2012 11:23									
2 of 3 Sec #: 1 of 1 Card 2	PEP 20 8	UBM 20 7 FUS BAS UBM	15 20 5 0P	80	FOP BAS 11 22 4	22			
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TION DETAIL Description	Multi-Family Multi-Family C+5 2 Stories		Asphalt Shingl Plastered Hardwood	Oil Repla Hot Water AYB None EYB 4 Bedrooms Dep C	verage	Average Cove App Dep Dep Dep Dep Dep Dep Dep Dep Dep D	Stone Mis Cos Cos	OB-OUTBUILDING & YARD ITEMS(L.) / XR-BUILDING EXTRA FEATU Description Sub Sub Descript L/B Units Unit Price Yr Gde Dp.Rt Cnd %Cna	ILDING SUB-AREA . Living Area 1,284 1,284 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
CONSTRUCY Element Cd. Ch.	111 033	Occupancy Exterior Wall 1 14 Exterior Wall 2 Roof Structure 03	Roof Cover 03 Interior Wall 1 03 Interior Wall 2 12 Interior Flr 1 12	Heat Fuel 32 Heat Type 35 AC Type 01 Total Bedrooms 34 Fotal Sthrms 2	Total Half Baths 0 # Extra Fixtures Total Rooms 10 Bath Style 02	Kitchen Style 02 Fireplace 0	20	B-OUTBUILD Description Sul	BUILDII Bescription First Floor Expansion Attic Unfinished Enclosed Porch Framed Open Porch Finished Upper Story Unfin Basement

MAP ID: 12/36/3// Bldg #: 3 of 3 Sec #: 1 of 1 Card	STRT/ROAD LOCATION CURRENT ASSESSMENT 1 Public Code Appraised Value Assessed Value 1 Public DWELLING 1-3 86,269 60,384 1 IND LAND 3-1 149,700 104,700 EAST HAMPTON, CT EMENTAL DATA IND BLDG 3-3 8,160 2,285	DV Lot # Afford Hsing SUP ADDRE SUP AD 2 SUP AD 3	ASSOC PID# Total 244,201 227,850 SAIF DATE W.C. W.C. DREVIOUS ASSESSMENTS (HISTORY)	V I 327,500 41 Yr. Code Assessed Value Yr. Code Assessed Volume Assessed Volume Vr. Code Assessed Volume Assessed Volume Vr. Code Assessed Volume Assessed		Description Number Amount Comm. Int.	APPRAISED VALUE SUMMARY	Appraised Bldg, Value (Card)	Appraised XF (B) Value (Bldg)	Tracing Batch Appraised OB (L) Value (Bldg)	Appraised Land Value (Bidg)	Special Land Value 0 Total Appraised Parcel Value 244,201 Valuation Method:	Adjustment:	Net Total Appraised Parcel Value 244,201	MIT RECORD	14 Insp. Date % Comp. Date Comp. Comments Date Type IS ID Cd. Purpose/Result 07/27/2010 1 JW 01 Measured	I AND INE VALUATION SECTION	Control Co.	0.00 1.0000 5 1.00 0.00 0.00 0.00 0.00
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ICH SI	WEST HIGH ENTERPRISES LLC 1 Level 244 MIDDLETOWN AVE EAST HAMPTON, CT 06424	Other ID: Census Lot Size City MAP VOL/PG	RECORD OF OWNERSHIP		SNOALDWA	Year Type Description		Total:		NBHD/ SUB NBHD Name 0001/A	47.4000	10/1/2010 CONDITION ON WAREHOUSE POOR AND COTTAGE	EXTERIOR TO ASPHALT SHING, ADDED FEP		B	Permit ID Issue Date Type Description		B Use Use Use Town D Enough Description	101 Single Family

Element Coling World		d H	4 4	FUS	UBM			50			L. C.	<u>а</u> ш	2 4						Value			33.652 5.833 33.652 6.730
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1 1 1 1 1 1 1 1 1 1	JOIN DESCRIPTION	Cottage/Camp Residential 5-10	Stories		Gable Asphalt Shingl	Drywall				гоот	Full	ŎĠ						NG & YARD ITEMS(L)/	Sub Descript L/B Units Unit		BUILDING SUB-AREA S	Living Area 300 0 0 300 0
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July 19, 2012

Mike,

In response to the questions you have asked regarding the proposal for assessment deferral requested by the 195 West High St. Commercial/Self-Storage project, I offer the following information. This information has been taken from and is available on the Town web pages under the EDC Section.

We have placed the Tax deferral on the Agenda for next Tuesdays meeting. I will need a summary for the council regarding this action. Please answer the following questions.

- 1. What are the criteria for giving a tax deferral?
- 2. What criteria did 195 west high street meet?
- 3. What is the period of the tax deferral?
- 4 What is the project occurring on 195 West High Street?
 - 1-2. -The criteria for giving the tax deferral that is available under the Resolution are outlined and described under Section IV of the Resolution (see below, highlighted) and were considered by the EDC at the June 2012 meeting. All criteria with the exception of provision H (Highlighted in red). were found to be adequately met. At the present time, public sewer and water is not available at the site. Chatham Health has reviewed and approved the proposed septic and well plans, as submitted.
 - 3. The deferral period for this project is limited to Two (2) years per Section VII (Highlighted in light blue.
 - 4. The project proposed for 195 West High St. consists of two buildings (Phase 1 and 1A) of steel and masonry construction. The first building (Phase1, 7800 sq. ft.), wll be located closest to the street and will be capable of being divided into as many as four retail rental units and is proposed to include self storage rental units in the rear 20 feet of the building. The second building (Phase 1A, 9000sq. ft.), is identical construction and will be divided into self storage units. (Note: Both Phase 1 and 1A have been reviewed and approved by the Planning & Zoning Commission on May 2, 2012 and are considered one complete project. It was similarly reviewed by the EDC. Phases 2,3,and 4 will be considered separate projects if and when they are brought forward.)

I hope you find this complete and helpful in your preparation for the meeting,

Jim,

James, P. Carey

J. Carey Administrator E.H. Planning, Zoning & Building

Town of East Hampton Assessment Deferral Program

RESOLUTION PROVIDING FOR ASSESSMENT DEFERRAL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 12-65b OF THE CONNECTICUT GENERAL STATUTES I AS AMENDED

BE IT RESOLVED, by the Town council of the Town of East Hampton that pursuant to Section I2-65b of the Connecticut General Statutes the Economic Development Commission of the Town of East Hampton may recommend assessment deferrals to the Town Council as follows:

- I. Purpose: The purpose of the Assessment Deferral Program is to attract commercial/industrial development, thereby expanding the tax base in East Hampton and enhancing the local job market by adding additional employment opportunities.
- II. Qualifying Development The following types of development, consistent with state and local codes and regulations shall be considered:
- A. Real Property Improvements for Office Use
- B. Real Property Improvements for Manufacturing Use
- C. Real Property Improvements for Retail Use
- D. Real Property Improvements for Warehouse Use
- III. Target Areas The priority target areas for business development follows:
- A. The Design Development Zone
- B. Industrial Zones
- C. Village Center Zone
- D. Retail/Commercial Zones
- IV. General Requirements Applications for assessment deferrals under this program will be considered under the following circumstances:
- A. The proposed project is located in a target area.
- B. The proposed project will comply and will continue to comply with all applicable federal, state and local codes and regulations.
- C. The proposed project will comply with the American Disability Act (ADA) accessibility regulations.
- D. The proposed project will create at least one or more new jobs
- E. The proposed project will be compatible with neighboring areas/development.
- F. The proposed project will be architecturally acceptable/ compatible to the area.
- G. The proposed project will impose minimum. added demands on town services.

- H. The proposed project will tie in with the town infrastructure (i.e., roads, sewers, water).
- I. The proposed project will be of quality construction.
- J. The proposed project developer/owner has a good environmental "track record."
- K. The proposed project developer/owner has no delinquency in any taxes or service charges due the Town of East Hampton.
- L. The proposed project will have a clear benefit to the Town of East Hampton.
- V. Local Employment Requirements To the extent feasible, the developer/owner shall commit to the utilization of town-based businesses and local residents during both the construction and operation phases of the project.
- VI. Application Procedure All assessment deferral applications shall be made in writing by any party owning or proposing to acquire interest in real property in East Hampton on a form prescribed by the Town Manager. The completed form must be submitted to the Town Manager for presentation to the East Hampton Economic Development Commission. The Commission at its next regular meeting will review the application and invite the proposed developer/owner to make a formal presentation.

The Economic Development Commission shall examine the application to determine if it conforms to and complies with the town's requirements. Each application shall be reviewed on a case by base basis. Within 30 days of receipt of the application, the Economic Development Commission shall report their findings in writing to the Town Council who shall act upon the Commission's report within 30 days.

The final decision shall be the sole responsibility of the Town Council. In the event of unusual or extraordinary circumstances, the Town Council may alter or waive any requirements contained herein.

VII. Assessment Deferral Agreement Pursuant to Section I2-65b of the Connecticut General Statutes, as amended, the assessment of real property and all improvements thereon or therein may be fixed for a period of not more than seven (7) years provided the cost of such improvements to be constructed is not less than \$3,000,000; or for a period of not more than two (2) years provided the cost of such improvements to be constructed is not less than \$500,000; or to the extent of 50% of such increased assessment for a period of not more than three (3) years, provided the cost of such improvements to be constructed is not less than \$100,000.

The fixed assessment period shall commence with the first fiscal year of the Town of East Hampton for which a tax list is prepared on October 1st immediately following the issuance of a Building Permit for any construction. The assessment of real p.roperty for the period prior to the affixed assessment period shall be determined in the normal course pursuant to st~te and local laws and ordinances.

After approval of any application by the Town Council, and the execution of an agreement, construction shall commence within six (6) months and shall be completed within eighteen (18) months. Any extension from this retirement must be recommended by the Economic Development Commission and approved by the East Hampton Town Council.

All agreements shall contain a provision that any owner that does not meet obligations contained in said assessment deferral agreement shall be liable to the town for all taxes that would have been due on the property, had such an agreement not been in place.

The Town Council of the Town of East Hampton hereby reserves all rights to grant or deny an assessment deferral application within its sole and absolute discretion.

By order of the East Hampton Town Council this 27th day of September, 1994.

TOWN OF EAST HAMPTON Economic Development Commission

Special Meeting
June 27, 2012
Community Center Meeting Room
6:00 p.m.

MINUTES

Present: Chair Rich Leone, Vice Chair Cindy Rooth, Jamie Bell, Jon March.

Not Present: Mimi Perrotti, Todd Schrager, Jack Solomon

Also Present: Jeffrey Jylkka, Acting Interim Town Manager, James P. Carey, Building, Planning, Zoning Administrator and Liaison; Carol Ann Tyler, Assessor; Jennifer Carducci, Recording Secretary, and two members of the public.

1. Call to Order

Chair Leone called this special meeting of the East Hampton Economic Development Commission at 6:17 p.m.

2. Approval of Minutes - May 15, 2012 Regular Meeting

Vice Chair Rooth made a motion to accept the minutes as presented for the EDC Meeting of 5-15-12; seconded by Mr. March; Vote: Yes: 4; No: 0; Abstain: 0. Motion passed.

- 3. Announcements None
- 4. Planning, Zoning & Building Administrator James P. Carey

(Moved to later in the agenda)

- 5. Public Comments None
- 6. Presentations
- a. Assessment Deferral Requests for 195 East High Street

Wayne Rand was present to request assessment deferral and looking for commentary on Phase 1 of project at 195 East High Street. This project will be done in five (5) phases; Mr. Rand is looking for a deferral, starting when he gets building permit (18 months to finish that phase – when building is use-complete). Carol Ann Tyler, Assessor, Town, was present to explain the procedure. Mr. Carey reviewed Statute 12-65B (as amended, if amended). Chair Leone read parts of the Statute and it was agreed the project meets the qualifications.

After discussion, Vice Chair Rooth made a motion this Commission support the assessment for tax deferral for Phase IA, (front building) consisting of 780 square feet of Mr. Rand's project at 195 East High Street as proposed; seconded by Ms. Bell; Vote: Yes:4; No: 0; Abstain: 0, motion passes.



Secretary of OPM Benjamin Barnes

What's New Policies

Resources and Data

Request for Proposals

Employment Opportunities

Other Links

Offices & Divisions GO













Main Street Investment Fund (MSIF)

NEW Connecticut Main Street Center (CMSC), in collaboration with OPM, held a series of workshops around the State in July and August 2012 to provide information on this program, including who may apply and project eligibility requirements. The PowerPoint presentation from the workshops and sample Town Commercial Center Plans can be found using this link.

Auhtorizing Statutes

PA 11-1, AN ACT PROMOTING ECONOMIC GROWTH AND JOB CREATION IN THE STATE, Sections 78 and 79, (herein after "the Act'')

Program Overview

This act provides grants in the amount not to exceed five hundred thousand dollars (\$500,000) to municipalities with populations of not more than thirty thousand (30,000) or municipalities eligible for the small town economic assistance program (STEAP) pursuant to section 4-66g of the general statutes for eligible projects as defined.

The grant shall be used for improvements to property owned by the municipality, except the municipality may use a portion of the proceeds of the grant to provide a one-time reimbursement to owners of commercial private property for eligible expenditures that directly support and enhance an eligible project. The maximum allowable reimbursement for such eligible expenditures to the owner shall be \$50,000 provided at the following rates:

- (1) expenditures equal to or less than \$50,000 shall be reimbursed at a rate of 50%, and
- (2) any additional expenditures greater than \$50,000 but less than or equal to \$150,000 shall be reimbursed at a rate of 25%.

Supporting Documents:

MSIF Program Factsheet (pdf)

MSIF Program Application and Instructions (.doc)

Contact Information

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Town of East Hampton 20 East High Street East Hampton, CT 06424

Nancy Hasselman, CCMC Collector of Revenue Town of East Hampton

Aug. 10, 2012

To: The East Hampton Town Council

Please find copies of tax refunds for your review. The total refund equals \$6411.86.

Thank you for your assistance.

Melanie Jump, CCMC

Assistant Collector of Revenue

71.37

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